

# Intellectual Property Policy of TIH Foundation for IoT and IoE



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## Revision History

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## Preamble

This Intellectual Property policy document of TIH Foundation for IoT and IoE, at IIT Bombay provides a framework to academic and non-academic staff, students, research scholars, innovators, startups and outside agencies regarding Intellectual Property guidelines at the Foundation addressing ownership, licensing, technology transfer, revenue sharing and confidentiality requirements among others. These guidelines are framed to fulfill the commitment to promote, guide and provide favourable environment for researchers in academia for knowledge creation, innovation and exploitation to develop new technologies and enterprises while creating public and private goods.

## 1 Introduction

TIH foundation for IoT and IoE, IIT Bombay, a Section 8 company, duly incorporated under the Companies Act, 2013, having its registered office at Indian Institute of Technology, A.S Marg, Powai, Mumbai, MH 400076 IN, ("hereinafter referred to as "TIH-IoT") is an initiative of Indian Institute of Technology Bombay and Department of Science and Technology, Government of India that has been set up with the objective of operating as an innovation hub in the field of Internet of Things (IoT) and Internet of Everything (IoE). The TIH-IoT aims to create an eco-system for technology development and deployment through, inter alia, collaborating with research and development institutions, industries, start-ups, government bodies and other funding agencies at state, national and international level for developing technologies, prototypes, proofs of concepts and translating them into products, through technology transfer to companies, incubation or by creating and nurturing a start-up ecosystem. A tripartite agreement was signed in this regard by the three entities on 7th December 2020 (referred to as Tripartite agreement) detailing the activities, responsibilities and obligations including terms and conditions, financial arrangements, intellectual property (IP) rights provisions, monitoring mechanism etc.

Keeping the broad framework of the IP provisions in the above said agreement, the IP Policy for TIH-IoT is set up as per the details given below.

## 2 Definition

**“Background IP”** shall mean any Intellectual Property held by TIH-IoT or any person/entity, which has been developed, acquired, or otherwise obtained, prior to or outside the scope of any collaboration.

**“Board”** shall mean the Board of Directors of TIH-IoT;

**“Collaborating Entity”** shall mean an entity such as but not limiting to a university, research institution, funding agency, industry partner or incubators, with whom TIH-IoT takes up a SRC (Shared Resource based Collaboration) project as defined.

**“Collaboration Agreement”** shall mean the agreement entered into between TIH-IoT and a Collaborating Entity for undertaking a SRC project and which includes the rights and obligations of the parties with respect to any IP generated during the project/activity.

**“Grantee”** shall mean a grantee institution/organization to whom TIH-IoT has sanctioned a TGC project as per its terms and conditions.

**“Intellectual Property”** or **“IP”** shall mean all forms of intellectual property and intellectual property rights and shall include any product or process of the human intellect whether registrable or not as patents, trademarks, copyrights, industrial designs, or an invention, literary creation, unique name, designs, discoveries, artistic works, plant variety rights, biological material, trade secret, business method, database, industrial process, computer program, user interface, software, source code, object code, integrated circuits, circuit layouts, semiconductor chip layout or design, prototypes, utility models, process, presentation, know-how and all derivative works/modifications, all rights or forms of protection having equivalent or similar effect anywhere in the world, developed or created in the course of pursuant of any activity in TIH-IoT or through funding / collaboration / otherwise.

**“IP Committee”** or **“IPC”** shall mean the committee set up in TIH-IoT for managing and implementing all aspects of the Policy.

**“Personnel”** shall mean personnel including but not limited to persons associated with TIH-IoT, including researchers, project staff, consultants, advisors, service providers, academic / research visitors, interns, employees (contractual or otherwise) of TIH-IoT,

whether permanent or temporary or engaged on contract basis to whom this Policy shall be applicable.

**“Policy”** shall mean the Intellectual Property policy of TIH-IoT, as may be amended from time to time.

**“Research Fellows”** shall mean students of academic institutes / entities and who are funded by TIH-IoT under its fellowship programs.

**“Revenue Sharing Holiday”** shall mean deferment/waiver of any revenues arising out of commercialization of IP generated at TIH-IoT or through joint projects or projects funded by TIH.

**“Shared Resource based Collaboration (SRC) projects”** means projects / activities undertaken by TIH-IoT in collaboration with another entity, through mutually agreed Collaboration Agreement.

**“TIH-IoT Grant based Collaboration (TGC) projects”** shall mean a project funded by TIH-IoT to a Grantee and undertaken collaboratively, as per approved norms and processes.

**“TIH-IoT Resources”** shall include any funds, facilities, infrastructure or resources, including equipment, consumables, in-kind contribution, Background IP and human resources or any other form of support, provided by TIH-IoT either in a direct or indirect way

### 3 Objectives

TIH-IoT recognizes the need for encouraging the practical application and commercial use of the results of research carried out at TIH-IoT or in collaboration for the benefit of the society, at large; therefore this Policy has been brought into effect to provide for protection and dissemination of Intellectual Property (IP) developed at or with the support of TIH-IoT or TIH-IoT resources through, inter alia, registration of patents, copyrights, design registrations and trademarks and transfer of technology/ies or licensing/assignment thereof and to ensure that monetary and/or other benefits derived from any form or manner of commercialization (now existing or arising in future) of IP are distributed to the Personnel, TIH-IoT and other parties as appropriate;

This Policy, inter alia, aims to:

- a) Promote and encourage research and development by incentivizing potential researchers and scientists to work with TIH-IoT;
- b) Share ownership rights in Intellectual Property amongst those involved in the creation of that Intellectual Property;
- c) Set forth the ownership, licensing and commercialization rights of various entities involved in a research project;
- d) Ensure timely and efficient protection and management of Intellectual Property created at or with support of TIH-IoT;
- e) Balance the interests of the various stakeholders involved and ensure that economic benefits arising from commercialization of IP are distributed in a fair and equitable manner;
- f) Undertake effective commercial utilization of intellectual property generated at TIH-IoT or through third party off-site locations or in associations/ tie-ups with such third party/ies in the interests of all concerned, and to oversee the fair distribution of the returns accruing there from, in accordance with this policy and its amendments; and
- g) Provide mechanism for effective protection, deployment and defense of IP generated and protect the interests of TIH-IoT and Personnel.

## 4 Scope & Applicability of the Policy

The IP policy is applicable for following categories and the corresponding provisions are described in sections below:

- 1) Personnel
- 2) Collaborative projects
  - a. TIH-IoT Grant based Collaboration (TGC) projects
  - b. Shared Resource based Collaboration (SRC) projects
- 3) Research Fellows

### 4.1 Personnel of TIH-IoT

#### 4.1.1 Ownership

- a) The ownership of all Intellectual Property created by its Personnel shall belong to TIH-IoT, unless otherwise specified in an agreement.



- b) TIH-IoT will be the owner of the copyright on all the content/software and derivatives/modifications thereof including teaching materials, training programs and other related content created by Personnel for external agencies, institutions and industry under the relevant programs conducted by TIH-IoT. TIH-IoT grants a royalty free license to the authors of such materials to use the materials for the limited purpose of teaching and research.
- c) However, as an exemption to the above copyright ownership, TIH-IoT will not claim ownership to copyright in any books and scientific articles authored by its Personnel.
- d) Ownership of other Intellectual Property such as Trademarks, Service marks, logos Designs, Semiconductor Circuit Designs, etc. generated by TIH-IoT Personnel shall be owned by TIH-IoT unless an alternate ownership is agreed to in specific agreements.

### 4.1.2 Disclosure

- a) If the research of a Personnel results in generation of Intellectual Property (IP), covered by this Policy, the Personnel must promptly disclose complete details of such an IP to TIH-IoT, through an IP disclosure form specified by TIH-IoT.
- b) Following the disclosure, the Personnel shall maintain the confidentiality of the IP until the process of its evaluation as given below, has been completed and a decision has been made by the TIH-IoT regarding protection for the IP and communicated to the Personnel. In the event TIH-IoT decides to file for a protection of the IP disclosed, the Personnel shall not make public disclosure of the research results in any forum, whether in a scholarly journal, conference, the news media or otherwise, until after an application seeking protection for the IP has been filed.
- c) In the event that TIH-IoT decides not to file for IP protection and the Personnel wishes to publish such results, Personnel shall be required to submit in writing the draft publication containing scientific results to the TIH-IoT, before publishing them as per provisions given in this Policy.

### 4.1.3 Evaluation of IP

- a) TIH-IoT shall, within a reasonable time period from the disclosure of IP, evaluate the IP, to determine among other factors, (a) whether the IP is capable of being protected,

(b) the commercial potential of such IP, (c) any major obstacles, which could hinder the protection and commercialization of the IP, and (d) the most appropriate mode for protecting and commercializing such IP. TIH-IoT may seek assistance of external experts for such evaluation as per requirement and confidentiality of the disclosure will be maintained.

- b) Based on the evaluation, the TIH-IoT may decide to protect and / or exploit/commercialize or otherwise. Accordingly, the TIH-IoT will take further action.
- c) In the event the TIH-IoT decides not to file the IP disclosed, then it may permit the Personnel to take up the filing and protection at the own costs. However, the ownership rights shall remain with TIH-IoT. In such cases, the cost and revenue sharing will be governed by a separate agreement between TIH-IoT and the Personnel.

#### 4.1.4 Filing and Registration of IP

- a) TIH-IoT shall be solely responsible to decide whether IP owned solely by TIH-IoT must be registered under applicable IP laws of India and / or any foreign jurisdictions.
- b) TIH-IoT shall be responsible for and shall bear the costs for securing and maintaining the IP rights in the required jurisdictions for IP owned by TIH-IoT, in the event it decides to undertake such an activity.
- c) Filings of IP Applications in foreign countries: TIH-IoT shall, based on available information decide on the suitability of protection of the invention in foreign countries.
- d) Renewal of IP Rights: A decision on the annual renewal of IP rights will be taken by TIH-IoT. If TIH-IoT decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the Personnel based on a request to that effect from the Personnel and an internal review.

#### 4.1.5 Commercialization of IP

- a) TIH-IoT shall have exclusive rights to commercialize any IP owned solely by it.
- b) Commercialization of an IP may be undertaken preferably via non-exclusive licensing of the IP, open-source licensing, internal use, technology transfer, establishment of a spin-off enterprise, etc. In very special cases, exclusive license of the IP may be made based on the nature of the IP and the efforts need to commercialise the same.

- c) The specific mode of commercialization of an IP shall be decided by the TIH-IoT on a case-to-case basis, after considering all relevant factors such as the nature of the IP, costs involved in protecting the IP, revenue generation potential from a particular mode, etc.
- d) Any IP generated would preferably be licensed and not assigned. TIH-IoT reserves its march-in rights in the case of assigned IP. Any licensing done by TIH-IoT will be on an as is where is basis.
- e) In case of both the Personnel and external party(ies) requesting for the license of the same TIH-IoT owned IP at the same time, in order to promote entrepreneurship as a mandate of TIH-IoT, preference of a license may be given to the Personnel, based on an internal review. Such licenses will be generally non-exclusive in nature unless in special cases where exclusive license / assignment may be needed for effective commercialization. TIH-IoT may evaluate the request and decide on an appropriate licensing policy which will be binding. The license fees for such license / assignment shall be in the form of equity, and / or license fee / royalty / otherwise.
- f) Irrespective of the license provided, TIH-IoT retains the right for research exemption, academic use and experimental use which will include without limitation the right to publish subject to confidentiality.
- g) TIH-IoT may, at its sole discretion, choose not to apply for IP protection under the relevant IP legislations in India or in overseas jurisdictions, if TIH-IoT determines that it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how / trade secret.
- h) TIH-IoT may at its sole discretion, in public interest, decide to classify the IP as open source.

#### **4.1.6 Infringement**

TIH-IoT shall retain the right to engage in any litigation concerning its IP and license infringements.

#### **4.1.7 Execution of Assignment documents and other assistance**

- a) Cooperation of the Personnel is critical for protection / commercialization of any IP by TIH-IoT. Thus, the Personnel shall extend all assistance to TIH-IoT in its efforts

to protect and commercialize the IP including providing information, confirmations, statements, etc. as required for (including but not limited to) the protection and commercialization of IP.

- b) Each Personnel shall, exclusively and irrevocably assign, transfer, convey or grant to TIH-IoT for the filing, prosecution, maintenance and commercialization of IP within such time periods as may be required by TIH-IoT. The Personnel shall execute (and authorize TIH-IoT for execution of such documents as may be necessary (which includes but is not limited to personal attendance in front of relevant authorities for registering or otherwise), and submit such documents evidencing the assignment of rights to TIH-IoT.

#### **4.1.8 Reversion of Licensed IP**

- a) In the event a Personnel, who has been provided the right to commercialize an IP, fails to do so within the time period prescribed for such commercialization, TIH-IoT shall automatically acquire such right from the Personnel, and shall commercialize the IP as per its discretion.
- b) In the event of winding up or closure of business/operations or takeover of a licensee / startup to which IP has been licensed / transferred / assigned by TIH-IoT for any purpose, including for commercialization, the rights to such IP shall revert to TIH-IoT in perpetuity.

#### **4.1.9 Publication of articles / papers relating to IP**

- a) TIH-IoT encourages Personnel to disseminate the results and IP generated from their research including but not limited to publishing articles and research papers, subject to the confidentiality requirements and protection of such IP, if any. However, the following conditions must be complied by the Personnel before publishing any articles/research papers:
  - i. The Personnel must submit a draft / manuscript of the article/research paper to the TIH-IoT for approval, in a format provided by TIH-IoT. Based on evaluation, the TIH-IoT retains the right to delay / refuse / modify the publication;
  - ii. Due credit must be given to TIH-IoT and/or any entity that has supported the relevant research project through funding or other resources.

### 4.1.10 Revenue Sharing

- a) TIH-IoT will be responsible to receive fees in the form of equity and/or cash in return for the licensing / commercialization of IP generated by projects at TIH-IoT.
- b) The sharing of fees received from the licensing / commercialization of the IP will be transparent and will be decided on a case to case basis by the TIH-IoT.
- c) Apportionment of revenue between TIH-IoT and Personnel: Any revenues received by TIH-IoT from commercialization, will be deposited with TIH-IoT for furthering the activities and mandate of TIH-IoT. The Personnel who have contributed to the generation of such IP will be given an appropriate incentive as per the incentive policy of TIH-IoT.
- d) Revenue sharing holiday: In respect of commercialization of IP generated at TIH-IoT or out of specific joint/collaborative/ projects, TIH-IoT at its discretion may provide a revenue sharing holiday arrangement based on appropriate review and assessment.

### 4.1.11 Indemnification

The Personnel agree to indemnify and hold harmless, TIH-IoT and all its directors and officers, against any loss arising out of or in connection with a breach of the terms of this Policy / fraud by the Personnel.

### 4.1.12 Conflict of Interest

The Personnel must immediately disclose any conflict of interest, actual or potential, that the Personnel may have in any Intellectual Property generated in the manner specified in this Policy. In any such case of conflict of interest, the decision of the TIH-IoT shall be final.

### 4.1.13 Dispute Resolution

In the event of a dispute between the Personnel and TIH-IoT regarding the implementation of this Policy, the Personnel may appeal to the Chairman of IPC, whose decision on the issue would be final and binding on both TIH-IoT and Personnel.

## 4.2 Collaborative Projects

The various IP related provisions applicable for the **TGC** projects given to Grantees and **SRC** projects with Collaborating entities, will be as given below and will be incorporated appropriately in relevant agreements.

### 4.2.1 TIH-IoT Grant based Collaboration (TGC) projects

The provisions under this section will apply to TGC projects supported by TIH-IoT.

#### 4.2.1.1 Ownership

- a) The ownership of intellectual property including patents, copyrights, know how, trademarks and designs arising out of TGC projects will be jointly owned by TIH-IoT and the Grantee. TIH-IoT will be responsible for all actions related to the protection and deployment of such IP as given below.
- b) Under all circumstances, TIH-IoT shall retain a non-exclusive, perpetual, free and irrevocable license to use any and all IP created using any TIH-IoT resources, solely for academic purposes such as teaching and research activities.

#### 4.2.1.2 Disclosure

The Grantee shall promptly disclose complete details of any IP to TIH-IoT, through an IP disclosure form specified by TIH-IoT.

#### 4.2.1.3 Evaluation and protection

- a) TIH-IoT shall evaluate the IP to determine among other factors, (a) whether the IP is capable of being protected, (b) the commercial potential of such IP, (c) any major obstacles, which could hinder the protection and commercialization of the IP, and (d) the most appropriate mode for protecting and commercializing such IP.
- b) Based on the evaluation, TIH-IoT may decide to protect and / or exploit / commercialize or otherwise. Accordingly, the TIH-IoT will take appropriate action. If the IP is not approved for protection or commercial deployment, the Grantee may take up such protection / commercialization as per their policies. However, TIH-IoT will retain joint ownership of the said IP.

- c) TIH-IoT shall be responsible for bearing the costs for securing and maintaining the IP rights in the identified jurisdictions, in the event it decides to undertake such an activity.

#### 4.2.1.4 Commercialization

- a) In case TIH-IoT decides to commercialise the IP, it shall commercialize the same as per its approved policies, which may include licensing to interested parties, and promotion of entrepreneurship. The decision of TIH-IoT shall be final. The Grantee shall provide all support and assistance to TIH-IoT in this regard.
- b) Based on evaluation by TIH-IoT, in case Grantee takes up commercialization activities, TIH-IoT shall provide all support and assistance to Grantee in this regard.
- c) The revenue sharing arrangement with Grantee institution in all cases will be mutually agreed to. The sharing of such revenues by the Grantee with its researchers will be as per the Grantee policies.
- d) In special cases, TIH-IoT may in public interest, decide to classify the IP as open source for maximizing the impact of the results.

#### 4.2.1.5 Publications

Any publication or public disclosure of results arising out of a TGC project will be based on prior permission from TIH-IoT, which shall be based on its approved evaluation policies.

#### 4.2.1.6 Amendment

TIH-IoT will have the right to amend the above IP provisions in special cases, keeping in mind its mandate of maximizing innovation and deployment.

#### 4.2.1.7 Other provisions

Any other provisions will be as per the approved policies of TIH-IoT.

## 4.2.2 Shared Resource based Collaboration (SRC) projects

### 4.2.2.1 Ownership

The ownership of intellectual property arising out of SRC shall be determined according to the terms of the relevant Collaboration Agreement, and which shall be based on the contribution of each of the parties towards development of the said IP.

### 4.2.2.2 Disclosure

In respect of IP generated out of SRC, disclosure of such IP will be based on provisions of respective Collaborative Agreement.

### 4.2.2.3 Evaluation of IP

The details of the evaluation of IP resulting from SRC Projects will be agreed to in the respective Collaboration Agreement.

### 4.2.2.4 Filing and protection

Filing and protection of IP in various jurisdictions, generated under SRC projects will be governed by the provisions in the respective Collaboration Agreement.

### 4.2.2.5 Commercialization

- a) Unless otherwise specified in a Collaboration Agreement, TIH-IoT shall have exclusive rights to commercialize an IP arising out of SRC projects.
- b) TIH-IoT may at times accept equity as part of the license fee and manage the equity holding as per approved policies from time to time.
- c) Irrespective of the license provided, under all circumstances, TIH-IoT retains the right for research exemption, academic use and experimental use which will include without limitation the right to publish, subject to confidentiality.
- d) Decision regarding treating the IP as confidential know how instead of filing for protection in view of commercialization prospects or releasing the IP in the open source for public use etc. will be as agreed to in respective the Collaboration Agreement.



- e) In the event a Background IP of an entity is used to generate an IP, the details of licensing such Background IP for effective use / commercialization of IP will be as given in the respective Collaboration agreement.

#### 4.2.2.6 Infringement

The right to engage in any litigation related to IP arising out of SRC projects and license infringements will be based on provisions of respective Collaborative Agreement.

#### 4.2.2.7 Execution of Assignment documents and other assistance

TIH-IoT and the Collaborating Entity shall provide assistance to each other, including providing information, confirmations, statements, etc. as required for (including but not limited to) the protection and commercialization of IP and such provisions will be covered in the respective Collaboration Agreement.

#### 4.2.2.8 Publication of articles/papers relating to IP

The provisions regarding publication of IP resulting from SRC projects will be as given in the respective Collaboration Agreement.

#### 4.2.2.9 Sharing of revenues

- a) The proportion in which the revenues generated from commercialization of IP from SRC projects (if applicable) is to be distributed among TIH-IoT and the Collaborating Entity, shall be determined according to the terms of the relevant Collaboration Agreement. In the absence of a Collaboration Agreement or any provision to this effect in the Collaboration Agreement, the TIH-IoT, in consultation with the Collaborating Entity, shall determine the proportion in which such revenue must be distributed to the parties involved, after considering, the contribution (technical, financial or administrative) of each of the parties towards development and commercialization of the IP. TIH-IoT and the Collaborating Entity shall then be solely responsible for transfer of revenue allocated to them to their respective researchers associated with the Project as per respective policies without any recourse to the other party.
- b) **Revenue sharing holiday:** In respect of commercialization of IP generated at TIH-IoT or out of specific joint/collaborative/ projects, TIH-IoT at its discretion

may provide a revenue sharing holiday arrangement based on appropriate review and assessment.

#### **4.2.2.10 Indemnification**

TIH-IoT and its Personnel shall, in any contract with Collaborating Entities, seek indemnity from any legal proceedings including without limitation, for manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created.

### **4.3 Research Fellows**

As an exemption, the Research Fellows will be governed by the policies of their respective organisations. The provisions related to such Research Fellows are given below.

#### **4.3.1 Ownership**

- a) Research Fellows will be governed by the relevant policies of their respective organisations.
- b) Under all circumstances, TIH-IoT shall retain a non-exclusive, perpetual, free and irrevocable license to use any and all IP created using any TIH-IoT resources, solely for academic purposes such as teaching and research activities.

#### **4.3.2 Disclosure**

Disclosure of any IP generated by Research Fellows sponsored by TIH-IoT, will be governed by the relevant policies of their respective organisations.

#### **4.3.3 Evaluation and protection**

- a) The evaluation and protection of IP generated by Research Fellows sponsored by TIH-IoT will be governed by the relevant policies of their respective organisations.
- b) However, a copy of any IP filings and their status update will be made available to TIH-IoT from time to time.

#### 4.3.4 Commercialization

A status update of commercialization of IP generated out of work undertaken by Research Fellows, if any, will be made available to TIH-IoT from time to time.

#### 4.3.5 Publications

- a) Research Fellows will be governed by the prevailing policies of their respective organisations.
- b) TIH-IoT shall be acknowledged in all such publications.
- c) A copy of all publications arising out of the work undertaken by the Research Fellow shall be made available to TIH-IoT soon after such publication.

#### 4.3.6 Amendment

TIH-IoT will have the right to amend the above IP provisions in special cases, keeping in mind its mandate of maximizing innovation and deployment.

#### 4.3.7 Other provisions

Any other provisions will be as per the approved policies of TIH-IoT.

## 5 Constitution of IPC and its Role

### 5.1 IP Committee

TIH-IoT shall constitute a committee, called the “IP Committee”, to oversee and ensure the implementation of this Policy.

### 5.2 Composition of the IP Committee

The committee shall consist of 3 (three) members. The composition of the Committee will be as follows:

- (1) CEO (Chief Executive Officer)/COO (Chief Operating Officer)
- (2) CTO (Chief Technology Officer)
- (3) One Faculty member from the Executive Committee of TIH-IoT, nominated by the PiC (Professor-in-Charge), TIH-IoT

CEO/COO shall be the Chairman of the IPC.

## 5.3 Role of the IP Committee

The IPC shall be responsible for the following activities:

- a) to oversee the implementation of the Policy,
- b) day-to-day handling of IP matters,
- c) review disclosures of inventions submitted by the Personnel or otherwise, and arranging for the evaluation of disclosures,
- d) filing and maintaining IPR under relevant IP legislations in India and other relevant jurisdictions,
- e) deciding and resolving potential conflicts of interest
- f) deciding upon the most suitable method of protecting and commercializing the IP and negotiating agreements for the same, such as technology transfer, assignment, entrepreneurship and licensing agreements,
- g) finalizing the IP related clauses in Collaboration Agreements and deciding the revenue share between TIH-IoT and Collaborating Entity.
- h) Any other relevant and related provisions / issue.
- i) The IPC may meet as and when required to fulfil its obligations and may also invite experts in the field of IP, finance etc. for their views/opinions where required.

## 6 Miscellaneous

### 6.1 Provisions of Tripartite Agreement

Provisions of the tripartite agreement dated December 7, 2020 executed among the Ministry of Science and Technology, Indian Institute of Technology Bombay and TIH-IoT, relating to the intellectual property policy of TIH-IoT, which is not explicitly addressed shall be deemed to be incorporated in this Policy by default.

### 6.2 Compliance with applicable law

TIH-IoT and Personnel/Collaborating Entities/Grantees where applicable, shall comply with applicable laws of India, and obtain all necessary approvals for conducting any research, as may be applicable.

### **6.3 Residual Matters**

TIH-IoT shall have the authority to decide on any matters not specifically covered in this IP Policy and such decision shall be final and binding on all parties involved therein.

### **6.4 Change in applicable law**

In the event any provisions of this Policy become illegal or unenforceable on account of a change in the applicable laws, (i) the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and (ii) the Policy shall be deemed to have been amended in a manner so as to make it consistent with the applicable laws, with immediate effect.

### **6.5 Jurisdiction and Governing law**

This Policy is governed by the laws of India. The courts of Mumbai, India shall have the exclusive jurisdiction to deal with any matter arising from or under this Policy.

### **6.6 Waiver of the Policy**

TIH-IoT shall have the discretion to waive or vary any or all of the provisions of this Policy, in any particular case keeping in mind the mandate of TIH-IoT for promoting research, development, collaboration and entrepreneurial ecosystem. However, a waiver on one occasion or for a particular case shall not act as a precedent for a waiver on a future occasion or for a future case.

### **6.7 Amendments and review**

This Policy shall be reviewed and updated with the approval of the TIH-IoT Board, on an annual basis, to incorporate any change in applicable law or change in policies or strategy of TIH-IoT. Further, TIH-IoT may amend any provision of this Policy from time to time, in consultation with TIH-IoT Governing Board (HGB) and approval of TIH-IoT board.